

EXHIBIT B

Pierce County Superior Court Civil Case 20-2-06231-1

Case Title: SHANTRA BOLEK-MOORE VS. HCI GROUP
Case Type: Tort - Other
Access: Public
Track Assignment: Complex
Jury Size:
Estimated Trial Length:
Dept Judge: **12 STEPHANIE A AREND**
Resolution:
Completion:

Litigants

Name	Type	Status
BOLEK-MOORE, SHANTRA	Plaintiff	
Attorney for BOLEK-MOORE, SHANTRA		
<u>Kevin Paul Smith</u>	Atty for Plaintiff/Petitioner	48578
HCI GROUP	Defendant	
Attorneys for HCI GROUP		
<u>Kellie Anne Tabor</u>	Atty for Defendant	46260
<u>Alyesha Asghar Dotson</u>	Atty for Defendant	55122

Filings

Filing Date	Filing	Access	Pages	Microfilm
05/18/2020	FILING FEE RECEIVED \$240.00	Public	0	
05/18/2020	CASE INFORMATION COVER SHEET	Public	1	
05/18/2020	ORDER SETTING ORIGINAL CASE SCHEDULE	Public	1	
05/18/2020	SUMMONS	Public	2	
05/18/2020	COMPLAINT	Public	7	
06/26/2020	CONFIRMATION OF SERVICE	Public	1	
06/30/2020	NOTICE OF APPEARANCE	Public	3	

**PURCHASE COPIES****Proceedings**

Date	Calendar	Outcome
10/25/2021	DEPT 12 - JUDGE AREND (Rm. 217A) Unconfirmed 12:00 Pretrial Conference	
WORKING COPY		
11/15/2021	DEPT 12 - JUDGE AREND (Rm. 217A) Confirmed 9:00 Trial	
WORKING COPY		

Original Case Schedule Items

Event	Schedule Date
Confirmation of Joinder of Parties, Claims and Defenses	11/16/2020
Jury Demand	11/23/2020
Plaintiff's/Petitioner's Disclosure of Primary Witnesses	02/08/2021
Defendant's/Respondent's Disclosure of Primary Witnesses	03/08/2021
Disclosure of Rebuttal Witnesses	06/21/2021
Deadline for Filing Motion to Adjust Trial Date	07/12/2021
Discovery Cutoff	08/30/2021
Exchange of Witness and Exhibit Lists and Documentary Exhibits	09/20/2021
Joint Statement of Evidence	10/04/2021
Deadline to file Certificate or Declaration re: Alternative Dispute Resolution	10/04/2021
Deadline for Hearing Dispositive Pretrial Motions	10/04/2021
Pretrial Conference	10/25/2021
Trial	11/15/2021

Judgments

Cause #	Status	Signed	Effective	Filed
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This calendar lists Confirmed and Unconfirmed Proceedings. Attorneys may **obtain access rights** to confirm/strike selected proceedings. Currently, any proceedings for the Commissioners' calendars can be stricken, but only Show Cause proceedings for the Commissioners' calendars can be confirmed.

Unconfirmed Proceedings will not be heard unless confirmed as required by **the Local Rules of the Superior Court for Pierce County**.

-
- Hearing and location information displayed in this calendar is subject to change without notice. Any changes to this information after the creation date and time may not display in current version.
 - Confidential cases and Juvenile Offender proceeding information is not displayed on this calendar. Confidential case types are: Adoption, Paternity, Involuntary Commitment, Dependency, and Truancy.
 - The names provided in this calendar cannot be associated with any particular individuals without individual case research.
 - Neither the court nor clerk makes any representation as to the accuracy and completeness of the data except for court purposes.

Created: Thursday July 23, 2020 4:39PM

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IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

May 18 2020 1:21 PM

KEVIN STOCK
COUNTY CLERK
NO: 20-2-06231-1

**SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY
CASE COVER SHEET / CIVIL CASE**

Case Title SHANTRA BOLEK-MOORE VS. HCI GROUP
Atty/Litigant Kevin Paul Smith
Address 7512 BRIDGEPORT WAY ST. WEST
City LAKEWOOD State WA

Case Number 20-2-06231-1
Bar# 48578 Phone (253) 244-7327
Zip Code 98498
Email Address _____

Please check one category that best describes this case for indexing purposes.

If you cannot determine the appropriate category, Please describe the cause of action below. This will create a Miscellaneous cause which is not subject to PCLR 3.

APPEAL / REVIEW

- ☐ Administrative Law Review (ALR 2) REV 6
☐ Civil, Non-Traffic (LCA 2) REV 6
☐ Civil, Traffic (LCI 2) REV 6
☐ Land Use Petition (LUP 2) LUPA

CONTRACT / COMMERCIAL

- ☐ Breach of Contract, Commercial Non-Contract
or Commercial-Contract (COM 2) STANDARD
☐ Third Party Collection (COL 2) REV 4

JUDGEMENT

- ☐ Judgement, Another County or Abstract
Only (ABJ 2) Non PCLR
☐ Transcript of Judgement (TRJ 2) Non PCLR
☐ Foreign Judgement Civil or Judgement,
Another State (FJU 2) Non PCLR

TORT / MOTOR VEHICLE

- ☐ Death, Non-Death Injuries or Property
Damage Only (TMV 2) STANDARD

TORT / NON MOTOR VEHICLE

- ☐ Other Malpractice (MAL 2) COMPLEX
☐ Personal Injury (PIN 2) STANDARD
☐ Property Damage (PRP 2) STANDARD
☐ Wrongful Death (WDE 2) STANDARD
☐ Other Tort, Products Liability or Asbestos
(TTO 2) COMPLEX

PROPERTY RIGHTS

- ☐ Condemnation (CON 2) STANDARD
☐ Foreclosure (FOR 2) REV 4
☐ Property Fairness (PFA 2) STANDARD
☐ Quiet Title (QTI 2) STANDARD
☐ Unlawful Detainer / Eviction (UND 2) REV 4
☐ Unlawful Detainer / Contested (UND 2) REV 4

OTHER COMPLAINT OR PETITION

- ☐ Compel/Confirm Bind Arbitration, Deposit of
Surplus Funds, Interpleader, Subpoenas, Victims'
Employment Leave, or Wireless Number Disclosure,
Miscellaneous (MSC 2) REV 4
☐ Injunction (INJ 2) REV 4
☐ Malicious Harassment (MHA 2) Non PCLR
☐ Meretricious Relationship (MER 2) REV 4
☐ Minor Settlement/No Guardianship (MST2) REV 4
☐ Pet for Civil Commit/Sex Predator (PCC2) REV 4
☐ Property Damage Gangs (PRG 2) REV 4
☐ Relief from Duty to Register (RDR) REV 12
☐ Restoration of Firearm Rights (RFR 2) REV 4
☐ Seizure of Property/Comm. of Crime (SPC2) REV 4
☐ Seizure of Property Result from Crime (SPR2) REV 4
☐ Trust/Estate Dispute Resolution (TDR2) REV 12
☐ Restoration of Opportunity (CRP) REV 4

TORT / MEDICAL MALPRACTICE

- ☐ Hospital, Medical Doctor, or Other Health Care
Professional (MED2) COMPLEX

WRIT

- ☐ Habeas Corpus (WHC 2) REV 4
☐ Mandamus (WRM 2) REV 4
☐ Review (WRV 2) REV 4
☐ Miscellaneous Writ (WMW 2) REV 4

MISCELLANEOUS _____

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PIERCE COUNTY, WASHINGTON

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

May 18 2020 1:21 PM

SHANTRA BOLEK-MOORE
Plaintiff(s)

Vs.

HCI GROUP
Defendant(s)

No. 20-2-06231-1

KEVIN STOCK
COUNTY CLERK
NO: 20-2-06231-1

ORDER SETTING CASE SCHEDULE

Type of case: TTO
Estimated Trial (days):
Track Assignment: Complex
Assignment Department: 12
Docket Code: ORSCS

Confirmation of Service	6/29/2020
Confirmation of Joinder of Parties, Claims and Defenses	11/16/2020
Jury Demand	11/23/2020
Plaintiff's/Petitioner's Disclosure of Primary Witnesses	2/8/2021
Defendant's/Respondent's Disclosure of Primary Witnesses	3/8/2021
Disclosure of Rebuttal Witnesses	6/21/2021
Deadline for Filing Motion to Adjust Trial Date	7/12/2021
Discovery Cutoff	8/30/2021
Exchange of Witness and Exhibit Lists and Documentary Exhibits	9/20/2021
Joint Statement of Evidence	10/4/2021
Deadline to file Certificate or Declaration re: Alternative Dispute Resolution	10/4/2021
Deadline for Hearing Dispositive Pretrial Motions	10/4/2021
Pretrial Conference	Week of 10/25/2021
Trial	11/15/2021 9:00

NOTICE TO PLAINTIFF/PETITIONER

If the case has been filed, the plaintiff shall serve a copy of the Case Schedule on the defendant(s) with the summons and complaint/petition: Provided that in those cases where service is by publication the plaintiff shall serve the Case Schedule within five (5) court days of service of the defendant's first response/appearance. If the case has not been filed, but an initial pleading is served, the Case Schedule shall be served within five (5) court days of filing. See PCLR 3.

NOTICE TO ALL PARTIES

All attorneys and parties shall make themselves familiar with the Pierce County Local Rules, particularly those relating to case scheduling. Compliance with the scheduling rules is mandatory and failure to comply shall result in sanctions appropriate to the violation. If a statement of arbitrability is filed, PCLR 3 does not apply while the case is in arbitration.

Dated: May 18, 2020



Judge STEPHANIE A AREND
Department 12

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PIERCE COUNTY, WASHINGTON

May 18 2020 1:21 PM

KEVIN STOCK
COUNTY CLERK
NO: 20-2-06231-1

A TRUE COPY
DATE 6/10/20 TIME 4:20 PM
SIGNED GRD
SPECIAL PROCESS SERVER # 823

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY

SHANTRA BOLEK-MOORE, an individual

Plaintiff,

v.

THE HCI GROUP, a Florida Corporation;
and DOES 1 through 10, inclusive,

Defendants.

No.

SUMMONS (20 Days)

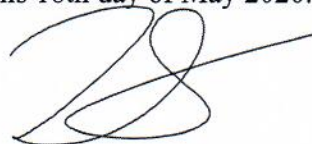
TO THE DEFENDANTS: A lawsuit has been started against you in the above entitled court by SHANTRA BOLEK-MOORE , plaintiff. Plaintiff's claim are stated in the written complaint, a copy of which is served upon you with this summons

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, by serving a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff(s) is entitled to what he or she asks for because you have not responded. If you

1 serve a notice of appearance on the undersigned person, you are entitled to notice before a
2 default judgment may be entered.

3 If you wish to seek the advice of an attorney in this matter, you should do so
4 promptly so that your written response, if any, may be served on time.
5

6 DATED this 18th day of May 2020.

7 
8

9 _____
10 Kevin P. Smith, WSBA No. 48578
11 Attorney for Plaintiff
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PIERCE COUNTY WASHINGTON

May 18 2020 1:21 PM

KEVIN STOCK
COUNTY CLERK
NO: 20-2-06231-1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY

SHANTRA BOLEK-MOORE, an individual,

Plaintiff,

v.

THE HCI GROUP, a Florida Corporation; and
DOES 1 through 25, inclusive,

Defendants.

NO.

PLAINTIFF'S COMPLAINT FOR
DAMAGES

JURY TRIAL REQUESTED

Plaintiff, by and through her counsel, for her Complaint against Defendants hereby state and
allege as follows:

I. INTRODUCTION

1. Plaintiff Shantra Moore brings this action against Defendants for breach of contract, and
wrongful termination and retaliation in violation of public policy.

///

///

II. JURISDICTION AND VENUE

2. Venue is proper in Pierce County because Defendant transacts business in Pierce County, including the former employment of Plaintiff, and some of the specific acts alleged herein occurred in Pierce County.

3. Defendant THE HCI GROUP (hereinafter "HCI") is within the jurisdiction of this Court. Defendant does business in the State of Washington. Defendant has obtained the benefits of the laws of the State of Washington and the Washington labor markets.

4. Defendants and each of them are the subsidiaries, parent companies, holding companies, alter egos, or successors of each other.

5. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants sued in the Complaint under the fictitious names of DOES 1 through 25, inclusive, are unknown to Plaintiff who therefore sues defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the said fictitiously named defendants were the employer of Plaintiff and are responsible in some manner for the occurrences herein alleged.

III. PARTIES

6. Defendant, HCI, is a corporation in the State of Florida, with its headquarters in Jacksonville, Florida.

7. Plaintiff, Shantra Bolek-Moore, is a resident of the State of Washington and worked as a driver for Defendant Kelly Express in Washington State during the past three years.

IV. STATEMENT OF FACTS

8. Plaintiff began working for HCI in September 2016 and was the Vice President of Training at the time of her termination on November 29, 2019. As part of the job offer extended to Plaintiff,

1 HCI promised the payment of commissions in addition to the payment of a salary and other benefits.
2 Plaintiff accepted the offer and began working for HCI in September 2016. During her employment,
3 Plaintiff was repeatedly promised, both verbally and in writing, that the payment of commissions
4 would be provided by HCI

5
6 9. Due to the non-payment of commissions, beginning in July 2018, Plaintiff began to inquire
7 with her supervisors and other HCI management, about the payment of her commissions.

8 10. Plaintiff's requests for the payment of her promised commissions intensified in June 2019.

9 11. On November 25, 2019, Plaintiff sent an email to Matt Polimeni, the Chief of Staff and
10 General Counsel for HCI, demanding she be paid her unpaid commissions by the end of the week.
11 Shortly after sending this email, Plaintiff was notified of her termination.

12 12. Defendant subjected Plaintiff to retaliation and wrongful termination as a result of Plaintiff's
13 repeated requests for HCI to fulfill their contractual obligation to pay Plaintiff's commissions. The
14 retaliation and wrongful termination that Plaintiff was subjected to on this basis is against public
15 policy.
16

17 **V. FIRST CLAIM FOR RELIEF**
18 **BREACH OF CONTRACT**
19 **Against Defendants and Each of Them**

20 13. Plaintiff realleges and incorporates by reference each and every allegation set forth in the
21 preceding paragraphs.

22 14. A valid and binding agreement exists between Plaintiff and Defendant in connection with
23 Plaintiff's employment by Defendant. On August 31, 2016, Defendant extended an employment
24 offer to Plaintiff that included a promise to pay commissions of 1% gross margin less 35% applicable
25 burden for projects Plaintiff was accountable for. Plaintiff accepted this offer and began working for
26 HCI in September 2016.

1 15. Defendant breached the employment contract in failing to pay Plaintiff commissions.

2 16. At all relevant times, Plaintiff has fully performed all stipulations, conditions and covenants
3 which are part of the employment agreement between Plaintiff and Defendant.

4 17. As a direct and proximate result of Defendant's breach, Plaintiff has sustained damages in
5 an amount to be determined at trial.
6

7 **VI. SECOND CLAIM FOR RELIEF**
8 **(Wrongful Termination in Violation of Public Policy)**
9 **Against Defendants and Each of Them**

10 18. Plaintiff realleges and incorporates by reference each and every allegation set forth in the
11 preceding paragraphs.

12 19. Plaintiff was subject to wrongful termination due to the conduct described herein above.

13 20. Defendant took adverse actions against Plaintiff with the purpose of retaliating against her
14 because of her participation in protected activities and Plaintiff suffered damages as a result
15 of that conduct.

16 21. Defendants' conduct described herein was intended to cause injury to Plaintiff or was
17 despicable conduct carried on by Defendant with a willful and conscious disregard of
18 Plaintiff's rights and subjected Plaintiff to cruel and unjust hardship.

19 22. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues
20 to suffer injuries and damages including past and future economic loss, pain and suffering,
21 emotional distress and other general compensatory damages in an amount to be proven at
22 trial.
23

24 23. Plaintiff requests further relief as hereinafter described.

25 24. Plaintiff's termination was in violation of fundamental public policy of employers upholding
26 their promised performance under an employment contract.

1 25. Defendant terminated Plaintiff on account of her request for a benefit Defendant offered to
2 Plaintiff as consideration for her acceptance of the offered position.

3 26. Defendant's actions were willful, malicious, fraudulent and oppressive, and were committed
4 with the wrongful intent to injure Plaintiff and in conscious disregard of Plaintiff's rights.

5 27. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and continues
6 to suffer injuries and damages including past and future economic loss, pain and suffering,
7 emotional distress and other general compensatory damages in an amount to be proven at
8 trial.
9

10 28. Plaintiff requests further relief as hereinafter described.

11 29. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 25 above, as
12 if fully set forth herein.
13

14 **VII. THIRD CLAIM FOR RELIEF**
15 **(Retaliation in Violation of Public Policy)**
16 **Against Defendants and Each of Them**

17 30. Plaintiff realleges and incorporates by reference each and every allegation set forth in the
18 preceding paragraphs.

19 31. Defendants' termination of Plaintiff fell shortly after Plaintiff engaged in protected activities
20 by seeking a promised, contractual benefit of her employment.

21 32. Defendant took adverse actions against Plaintiff with the purpose of retaliating against her
22 because of her participation in protected activities and suffered damages as a result of that
23 conduct.

24 33. Defendant's decision to terminate Plaintiff was motivated by Plaintiff's opposition to
25 Defendant's breach of contract.
26

1 **34.** Defendant's actions were willful, malicious, fraudulent and oppressive, and were committed
2 with the wrongful intent to injure Plaintiff and in conscious disregard of Plaintiff's rights.

3 **35.** As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and continues
4 to suffer injuries and damages including past and future economic loss, pain and suffering,
5 emotional distress and other general compensatory damages in an amount to be proven at
6 trial.

7
8 **36.** Plaintiff requests further relief as hereinafter described.

9 **X. PRAYER FOR RELIEF**

10 Wherefore, Plaintiffs prays for judgment against the Defendants as follows:

11 **A.** Award Plaintiff compensatory damages, by providing lost wages, wages, overtime wages,
12 lost meal and rest breaks, and any other lost statutory or contractual benefits, in amounts to be
13 determined at trial;

14
15 **B.** Enjoin Defendants and their officers, agents, successors, employees, representatives, and any
16 and all persons acting in concert with them, as provided by law, from engaging in each of the
17 unlawful practices, patterns, and policies set forth herein;

18 **C.** Award Plaintiff attorneys' fees and costs, as allowed by law;

19 **D.** Award Plaintiffs pre-judgment and post-judgment interest, as provided by law;

20 **E.** Order Defendants to pay Plaintiff for any and all tax consequences associated with the
21 damages and cost award, including but not limited to attorneys' fees; and

22 **F.** Grant such other and further relief as this Court deems necessary.
23

24 ///

25 ///
26

JURY TRIAL DEMAND

1 Plaintiff requests a jury trial on all questions and facts raised in this Complaint.

2 DATED this 18th day of May, 2020.

3
4 **DEFIANCE LAW PLLC**

5 By: 

6 Kevin P. Smith, WSBA No. 48578
7 7512 Bridgeport Way West, Suite A
8 Lakewood, WA 98499
9 Telephone: (253) 244-7327
10 E-Mail: k.smith@defiance.law

11 *Attorney for Plaintiff*

June 26 2020 11:06 AM

KEVIN STOCK
COUNTY CLERK
NO: 20-2-06231-1

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

SHANTRA BOLEK-MOORE

Plaintiff(s),

vs.

HCI GROUP

Defendant(s)

NO. 20-2-06231-1

CONFIRMATION OF SERVICE

CS ☒ **All the named defendants/petitioners/respondents have been served, have joined or have accepted service in writing.**

CSSRV ☐ **One or more named defendants have not yet been served.**
(If this is checked, an additional confirmation of service must be filed pursuant to subsection (b) when service is obtained and the following information must be provided.)

DATED: June 26, 2020

/s/ Kevin Paul Smith
Kevin Paul Smith, #48578

cssup-0002.pdf

DEFIANCE LAW
7512 BRIDGEPORT WAY ST. WEST
LAKEWOOD, WA 98498-9849
(253) 244-7327

The Honorable Stephanie A. Arend
Dept. 12
Trial Date: 11/15/2021

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

SHANTRA BOLEK-MOORE,

Plaintiff,

vs.

THE HCI GROUP, a Florida Corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 20-2-06231-1

**DEFENDANT THE HCI GROUP'S
NOTICE OF APPEARANCE**

TO: CLERK OF THE COURT

AND TO: PLAINTIFF and PLAINTIFF'S ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that Defendant THE HCI GROUP,¹ without waiving any defense of lack of jurisdiction, improper venue, insufficiency of process, or insufficiency of service of process, hereby enters its appearance in the above-entitled action by and through the undersigned attorneys and requests that notice of all further proceedings in said action, except original process, be served upon the undersigned at the address stated below:

Kellie A. Tabor, WSBA #46260
KTabor@littler.com
LITTLER MENDELSON, P.C.
One Union Square
600 University Street, Suite 3200
Seattle, WA 98101.3122

¹ Defendant is still research whether the proper entity that employed Plaintiff has been named. Defendant reserves the right to argue the improper entity has been named.

1 Phone: 206.381.4951
2 Fax: 816.817.1495

3 Alyesha A. Dotson, WSBA #55122
4 ADotson@littler.com
5 LITTLER MENDELSON, P.C.
6 One Union Square
7 600 University Street, Suite 3200
8 Seattle, WA 98101.3122
9 Phone: 206.623.3300
10 Fax: 206.447.6965

11 Dated: June 30, 2020

12 /s/Kellie A. Tabor

13 Kellie A. Tabor, WSBA #46260
14 ktabor@littler.com
15 LITTLER MENDELSON, P.C.
16 1900 Lombardy Cir
17 Charlotte, NC 28203
18 Phone: 206.381.4951
19 Fax: 816.817.1495

20 /s/Alyesha A. Dotson

21 Alyesha A. Dotson, WSBA #55122
22 adotson@littler.com
23 LITTLER MENDELSON, P.C.
24 One Union Square
25 600 University Street, Suite 3200
26 Seattle, WA 98101.3122
Phone: 206.623.3300
Fax: 206.447.6965

Attorneys for Defendant
THE HCI GROUP

DECLARATION OF SERVICE

I am a resident of the State of Washington, over the age of eighteen years, and not a party to the within action. My business address is One Union Square, 600 University Street, Suite 3200, Seattle, WA 98101. I hereby declare that on June 30, 2020, I

<input checked="" type="checkbox"/>	FILED the foregoing document entitled <i>Defendant The HCI Group's Notice of Appearance</i> via the Pierce County Superior Court E-Filing System (LINX).
-------------------------------------	---

I further declare that I served a copy of the foregoing document on the following persons as indicated below:

Attorney for Plaintiff

Kevin P. Smith, WSBA #48578
 DEFIANCE LAW LLC
 7512 Bridgeport Way West, Suite A
 Lakewood, WA 98499
 Phone: 253.244.7327
 Email: k.smith@defiance.law

<input checked="" type="checkbox"/>	ELECTRONIC SERVICE by initiating service of the foregoing document on the parties listed above who have consented to accept electronic service via the Pierce County LINX System.
<input type="checkbox"/>	EMAIL to the email address(es) of the person(s) set forth above, <i>as a courtesy copy</i> .
<input type="checkbox"/>	EMAIL to the email address(es) of the person(s) set forth above, <i>pursuant to the parties' agreement to electronic service</i> .
<input type="checkbox"/>	U.S. MAIL by placing a true copy for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Seattle, Washington addressed as set forth above.
<input type="checkbox"/>	PERSONAL DELIVERY by causing a copy of the document(s) listed above to be personally delivered to the person(s) at the address(es) set forth above.

I declare under the penalty of perjury under the laws of the State of Washington that the above is true and correct. Executed on June 30, 2020, at Seattle, Washington.

/s/Noemi Villegas

Noemi Villegas, Legal Assistant

NVillegasDiaz@littler.com

LITTLER MENDELSON, P.C.